

**Amendment No. 1 to the Interconnection Agreement
Between
TCG-Omaha
and
U S WEST Communications, Inc.**

This Amendment No. 1 ("Amendment") is made and entered into by and between TCG-Omaha ("TCG") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, TCG and USWC entered into an Interconnection Agreement for service in the state of Nebraska that was approved by the Nebraska Public Service Commission on June 16, 1997 (the "Agreement"); and

WHEREAS, TCG and USWC desire to amend the Agreement under terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

4. No Waiver.

The Parties understand that the provisioning of Local Number Portability Managed Cuts may be considered as part of an ongoing inquiry into USWC's applications to provide in-region interLATA service pursuant to Section 271 of the Telecommunications Act of 1996 (the "Act"), may be measured as part of an ancillary inquiry into performance measurement before the USWC Regional Oversight Committee ("ROC") and will be a topic of discussion in renegotiations and, if necessary, arbitration of interconnection agreements pursuant to Section 252 of the Act. All Parties enter into this Amendment without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Amendment under the Agreement, the Act, FCC or state commission rules, ROC determinations or recommendations or any applicable law.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

TCG-OMAHA

Authorized Signature

Name Printed/Typed

Title

Date

U SWEST COMMUNICATIONS, INC.

Authorized Signature

Name Printed/Typed

Title

Date

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.0 A Managed Cut permits TCG to select a coordinated cut for Local Number Portability ("LNP"). The request is offered on a 24 x 7 basis.
- 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between USWC and TCG. All requests will be processed on a first come, first served basis and are subject to USWC's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other Co-Providers requesting the same Frame Due Time (FDT) in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, USWC will negotiate with TCG for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between USWC and TCG for the FDT. In special cases where a FDT must be negotiated, this interval to negotiate the FDT will not exceed two (2) days due to a USWC error. In addition, standard intervals will apply.
- 1.2 TCG shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
- 1.3 TCG will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
- 1.4 Charges for Managed cuts shall be based upon actual hours worked in ½ hour increments. Such charges are set forth in Section 1.7 below. TCG understands and agrees that in the event TCG does not make payment for Managed Cuts, unless disputed as permitted under the Agreement, USWC shall not accept any new LSR requests for Managed Cuts.
- 1.5 USWC will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by TCG. TCG will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, TCG shall be charged a three hour minimum charge per each additional non-scheduled employee as set forth in Section 1.7 below. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, TCG will be charged a one person 3 hour minimum charge as set forth in Section 1.7 below. If the cut is cancelled or a new due date is requested by USWC due to a USWC error, within 24 hours of the negotiated FDT, USWC will be charged by TCG a one

person 3 hour minimum charge as set forth in Section 1.7 below. This TCG charge will be replaced by any service performance plan related to LNP Managed Cuts, if any, adopted by the Regional Oversight Committee and approved by the Commission.

1.6 USWC will negotiate with TCG for LNP Managed Cuts or a similar service offered by TCG.

1.7 USWC will provide Managed Cuts at the following interim rates:

Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person

1.8 In the event that the managed LNP conversion is not successful, TCG and USWC agree to isolate and fix the problem in a timeframe acceptable to TCG or the customer. If the problem cannot be corrected within a timeframe acceptable to TCG or the customer, TCG may request the restoral of USWC service for the customer. Such restoration shall begin immediately upon request. If TCG is in error then a supp will be provided to USWC. If USWC is in error no supp or additional order will be required of TCG.

1.9 Specific details regarding the ordering of LNP service is contained in the LNP Section of the Interconnect & Resale Resource Guide or this Agreement.